Exhibit B

Exhibit B

COURTESY COPY

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

USDC SDNY
DOCUMENT
ELECTRONICALLY FILED
DOC #:
DATE FILED: 9-21-16

SYNTEL STERLING BEST SHORES MAURITIUS LTD. and SYNTEL, INC.,	))))	
Plaintiffs,	))	
v.	)))	C.A. No. 15-00211 (LGS) (RLE)
THE TRIZETTO GROUP, INC. and COGNIZANT TECHNOLOGY SOLUTIONS CORP.,	))))	
Defendants.	)))	

JOINT MOTION FOR ENTRY OF STIPULATED ADDENDUM TO PROTECTIVE ORDER REGARDING SOURCE CODE

The parties jointly move the Court to enter the accompanying Stipulated Addendum To Protective Order Regarding Source Code. On July 27, 2015, this Court entered a protective order in this action. *See* Dkt. No. 99. This addendum to that protective order specifies the conditions under which source code in possession of the parties must be exchanged, used, and protected in this action. This addendum is justified by Rule 26(c) of the Federal Rules of Civil Procedure and is necessary in order for the parties to proceed with source code discovery.

The parties, therefore, respectfully request that the attached Stipulated Addendum To Protective Order Regarding Source Code be adopted by order of the Court.

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Dated: September 9, 2016

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on September 9, 2016, I electronically filed the foregoing with

the Clerk of the Court by using the CM/ECF system which will send notice of electronic filing to

all parties at the email addresses on file with the Clerk of Court.

/s Gianni Cutri

ADDENDUM

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK

SYNTEL STERLING BEST SHORES MAURITIUS LIMITED AND SYNTEL, INC., Plaintiffs v. THE TRIZETTO GROUP, INC. AND COGNIZANT TECHNOLOGY SOLUTIONS CORP., Defendants.	))))))) C.A. No. 15-00211 (LGS) (RLE))) **STIPULATED ADDENDUM TO**) **PROTECTIVE ORDER**) **REGARDING SOURCE CODE**)))

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The Court, after considering the parties' Joint Motion for Entry of an Addendum to the

Protective Order entered by the Court on July 27, 2015, D.I. 99 ("Protective Order") hereby

grants the Motion. Accordingly, it is hereby ordered that the following Addendum to the

Protective Order will govern the production of Source Code in this case:

SOURCE CODE

36.   The production required by this paragraph shall extend to defendants-

counterplaintiffs and plaintiffs-counterdefendants. Any Producing Party may

designate as "RESTRICTED CONFIDENTIAL SOURCECODE" and subject

to this Order any information, document, or thing, or portion of any document or

thing that includes human-readable programming language text that defines

software, firmware, or electronic hardware descriptions (hereinafter "Source

Code") of the Producing Party. Source Code includes text files containing source

code, which shall hereinafter be referred to as "source code files." Source code

files include, but are not limited to files containing source code written in C, C++,

Java, assembler, VHDL, Verilog, SQL, and similar programming languages.

Source code files further include "make" files, "include" files, script files, "link"

files, and other human-readable text files used in the generation and/or building of

software directly executed on a microprocessor, microcontroller, or digital signal

processor (DSP). Source Code does not include operational versions of software,

executable files, including binary executable files, and object code files, nor does

it include tools such as compilers or linkers. Materials designated as

RESTRICTED CONFIDENTIAL SOURCECODE shall have at least the same

restrictions as materials designated as CONFIDENTIAL – FOR OUTSIDE

COUNSEL ONLY under the Protective Order. Materials designated as

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RESTRICTED CONFIDENTIAL SOURCECODE shall have the following additional restrictions:

    a. Source Code that a Producing Party designates as "RESTRICTED CONFIDENTIAL SOURCECODE" shall be loaded on to a "stand-alone" laptop computer (that is, the laptop computer must have its ethernet and wireless cards disabled such that it cannot access an intranet or the Internet) (hereinafter "Source Code Laptop") with all available metadata related thereto. The Producing Party shall make the Source Code Laptop available for pickup by the outside counsel of the Receiving Party at the office of outside counsel for the Producing Party in New York, New York. The Producing Party shall maintain an image copy of the Source Code Laptop at the office of outside counsel for the Producing Party in New York, New York. The Receiving Party shall be permitted to maintain the Source Code Laptop at the office of outside counsel for the Receiving Party in New York, New York.

    b. The Producing Party shall provide the Receiving Party with information explaining how to start, log on to, and operate the Source Code Laptop in order to access the produced Source Code thereon;

    c. The Producing Party will produce Source Code on the Source Code Laptop in computer viewable and searchable format, and shall include commercially available viewing and searching tools on the Source Code Laptop.

    d. Information designated "RESTRICTED CONFIDENTIAL

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SOURCECODE" must be viewed only by outside counsel (as defined
in paragraph 3) of the Receiving Party; third-party vendors
responsible for collecting, processing, and/or producing documents in
this action, provided that such vendors have executed a copy of the
form attached as Exhibit A to Dkt. No. 99 (only one representative of a
vendor need sign Exhibit A); and by consulting or testifying experts or
consultants, provided that such experts or consultants are disclosed in
writing with an executed copy

of the form attached as Exhibit A to Dkt. No. 99 and their *curriculum
vitae*, which shall include their educational history and a detailed
employment and consulting history (including any previous or current
employment or relationships with any direct competitor of plaintiffs-
counterdefendants or any direct competitor of defendants-
counterplaintiffs), and a list of all actions in which the proposed expert or
consultant has provided a report and/or testimony, by deposition or in
court. No information designated "RESTRICTED CONFIDENTIAL
SOURCECODE" shall be disclosed to any such expert(s) or consultant(s)
until after the expiration of a five (5) day notice period provided that there
is no objection to the disclosure or, when applicable, until any objections
to the disclosure are resolved. A party objecting to disclosure of
information designated "RESTRICTED CONFIDENTIAL
SOURCECODE" to the proposed outside expert or consultant shall state,
in writing, with particularity, the ground(s) of such objection(s). A party
may object if the other party proposes to provide information designated

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"RESTRICTED CONFIDENTIAL SOURCECODE" to an expert with any previous or current employment or relationships with any direct competitor of plaintiffs-counterdefendants or any direct competitor of defendants-counterplaintiffs. In the event of any such objection, there shall be no disclosure to the expert until the Court rules on such objection The parties shall attempt to resolve any objections by meeting and conferring directly within five (5) days of the service of the notice of objections. If the parties are unable to resolve the objections during the meet-and-confer, the objecting party shall move the Court for a ruling on such objection within ten (10) days. A failure to move within the ten (10) day period shall operate as a waiver of any objections by the objecting party. Outside Counsel for the Receiving Party may also show "RESTRICTED CONFIDENTIAL SOURCECODE" information to any witness at deposition or trial who is an employee, executive, or representative of the Producing Party. A Receiving Party may include excerpts of Source Code in a pleading, exhibit, expert report, discovery document, deposition transcript, or other Court document, provided that the documents containing Source Code are appropriately marked under this Order, restricted to those who are entitled to have access to them as specified herein, and, if filed with the Court, filed under seal in accordance with the Court's rules, procedures and orders;

e. To the extent portions of Source Code are quoted in a document, either (1) the entire document will be stamped and treated as RESTRICTED CONFIDENTIAL SOURCE CODE or (2) those pages containing

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quoted Source Code will be separately bound stamped and treated as RESTRICTED CONFIDENTIAL SOURCE CODE;

f. Except as set forth in paragraph 36(k) below, no electronic copies of Source Code shall be made without prior written consent of the Producing Party, except as necessary to create documents which, pursuant to the Court's rules, procedures and order, must be filed or served electronically;

g. The Receiving Party shall be permitted to connect the Source Code Laptop to a second "stand-alone" computer (that is, the computer must have its ethernet and wireless cards disabled such that it cannot access an intranet or the Internet) for the sole purpose of comparing Source Code produced by the Producing Party with source code of the Receiving Party.

h. The Receiving Party shall be permitted to connect the Source Code Laptop to a printer and make printouts of Source Code, all of which shall be printed on bates labeled paper and clearly designated and labeled "RESTRICTED CONFIDENTIAL SOURCE CODE."   The Receiving Party shall make a copy of all Source Code printed by the Receiving Party and shall produce such copies to the Receiving Party within seven (7) business days of the printing. The Receiving Party may not print more than fifty (50) consecutive pages and no more than 500 total pages of Source Code;

i   Should such printouts be transferred back to electronic media, such media shall be labeled "RESTRICTED CONFIDENTIAL SOURCE

CODE" and shall continue to be treated as such;

j. If the Receiving Party's outside counsel, consultants, or experts make printouts of Source Code, the Receiving Party shall ensure that such outside counsel, consultants, or experts keep the printouts in a secured locked area in the offices of such outside counsel, consultants, or expert. The Receiving Party may also temporarily keep the printouts at: (i) the Court for any proceedings(s) relating to the Source Code, for the dates associated with the proceeding(s); (ii) the sites where any deposition(s) relating to the Source Code are taken, for the dates associated with the deposition(s); and (iii) any intermediate location reasonably necessary to transport the printouts (e.g., a hotel prior to a Court proceeding or deposition); and

k. A Producing Party's Source Code may only be transported by the Receiving Party at the direction of a person authorized under paragraph 36(e) above to another person authorized under paragraph 36(e) above, on paper via hand carry, Federal Express or other similarly reliable courier. Source Code may not be transported or transmitted electronically over a network of any kind, (including a LAN, an intranet, or the Internet), or copied, removed, or transferred onto any other computers or peripheral equipment except for the sole purpose of filing materials with the Court;

l. Within sixty (60) days after the final conclusion of this litigation, the Receiving Party shall return the Source Code Laptop to the Producing Party and all copies of any portion of the Source Code in whatever form

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shall be destroyed.

STIPULATED TO BY:

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IT IS SO ORDERED this 21st day of September, 2016

Magistrate Judge Ronald L. Ellis

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